

Statement of Work

Client: [Client Name], [Jurisdiction]

Project: [Project Name]

Effective Date

[DD/MM/YYYY]

Purpose of Agreement

This agreement outlines the general scope of the above-named Project (hereinafter referred to as the “Project”) based on discussions to date.

The main objective at this stage is to ensure that both the above-named Client (hereinafter referred to as "Client") and service-provider [Freelancer’s Name] (hereinafter referred to as “Freelancer”) agree upon the general scope, budget, and schedule of the Project prior to commencing work on subsequent stages.

The Client is urged to ensure that all the details contained within this agreement meet the Project’s requirements before further work commences. If the nature and scope of the project changes, costs and timings may need to be revised and a new version of this agreement may need to be created and approved.

Once this agreement has been approved, the Project will progress into the next stages. This may include further agreements detailing requirements and functionality or it may go straight into development. This will depend on the nature of the Project.

Authorization

The Client is entering a contract with Freelancer for this Project. The Client hereby authorizes Freelancer to access:

1. Client’s web hosting account (AWS)
2. Client’s source code repository (GitHub)
3. Client’s project management tool (Jira)
4. Client’s time management tool (Everhour)
5. ...

and any other accounts or programs needed for the Project that is included as part of this agreement. Upon expiration or termination of this agreement, each party will return or, at the disclosing party's request, destroy the confidential information of the other party.

Electronic Commerce Laws

The Client agrees that the Client is solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Project or any other services contemplated herein, and will hold harmless, protect, and defend Freelancer from any claim, suit, penalty, tax, fine, penalty, or tariff arising from the Client's exercise of Internet electronic commerce and/or any failure to comply with any such laws, taxes, and tariffs.

Copyrights and Trademarks

The Client unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Freelancer for inclusion in the Project are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend Freelancer from any liability (including attorney's fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client.

The concepts and ideas submitted to the Client by Freelancer are of a confidential nature and are submitted to the Client on the understanding that they are to be considered by the Client in the strictest confidence and that no use will be made of the said concepts and ideas, including communication to a third party, without Freelancer's prior consent.

The Client will assume all ownership of and copyright to the Project once final payment under this agreement and any additional charges incurred have been received.

Freelancer retains the right to display graphics and other elements from this Project as examples of their work in their respective portfolios.

Project Scope

The goal of this project is _____.

The deliverables expected in this scope of work, along with their deadline are listed as follows:

1. _____
2. _____
3. _____

Project Management

All communication related to this scope of work should involve _____ to ensure we're staying on task and within budget.

Freelancer will share his status on deliverables _____.

Freelancer and the Client agree to progress meetings every _____.

Estimates and Payment

The above scope of work and time spent on project management will require a minimum of _____, valued at \$ _____ (USD). This will be billed at the rate of \$ _____ per _____.

If the Client requests a deliverable be due before the agreed-upon deadline ("rush work"), _____.

Expenses to date including billable time, rush work, subcontracted work, and line-item costs will be compiled in an invoice and submitted to _____ every _____. Invoices will be payable by _____ after receipt.

Termination

This agreement may be terminated at any time by either Freelancer or the Client, effective immediately upon notice, or the mutual agreement of the parties. In the event of termination, Freelancer and his subcontractors will be compensated for the Project performed through the date of termination in the amount of:

- Prices for all completed work;
- 50% of the price of commenced, uncompleted work as of the date of termination;
- All expenses, fees, out of pockets together with any additional costs incurred through and up to, the date of termination.

In the event of termination and upon full payment of compensation as provided herein, Freelancer grants to Client such right and title as provided for in this agreement with respect to those deliverables provided to and accepted by Client as of the date of termination.

Force Majeure

Either party may invoke Force Majeure to excuse the failure of its timely

performance, if such failure was caused by: fire; flood; hurricane, tornado, or other severe storm; earthquake; act of war; sabotage; terrorism; riot;

A party invoking Force Majeure to excuse its failure of timely performance must show that the Force Majeure event(s) and their relevant effects were beyond the invoking party's reasonable control and could not have been avoided through the exercise of due care by the invoking party.

This Agreement

This agreement constitutes the sole and entire agreement between the Freelancer and the Client regarding this Project. Any changes or modifications thereto must be in writing and signed by both parties.

Correspondence via email between the parties constitutes "in writing" for the purposes of this contract. This agreement will commence upon the Effective Date and will remain effective until the Project is completed and delivered.

The undersigned hereby agrees to the terms, conditions, and stipulations of this agreement on behalf of his or her organization or business.

Client: [Client's Name]

By:

Date:

Service Provider: [Freelancer's Name] ("Freelancer")

By:

Date: